

CITY OF DAYTON, OHIO

AD # 8/2 & 8/9

INVITATION FOR BID
IFB No. 12058D

Purchasing Division
Room 514, CITY HALL
P.O. Box 22
DAYTON, OHIO 45401

FORD BRAND POLICE INTERCEPTOR SEDANS AND UTILITY VEHICLES **CONDITION: NEW**

For Further Information Contact:

Donita Jo Garner
Room 514, CITY HALL
101 W. Third St.
Dayton OH 45402
Phone No. 937-333-4030
Fax No. 937-234-1600

Date August 2, 2012

Valerie J. Stueland
Purchasing Agent

SEALED BIDS MUST BE RECEIVED IN THE PURCHASING DIVISION OFFICE, ROOM 514 NO LATER THAN: **10:00 A.M. local (Dayton OH) time on August 17, 2012**

User Agency: Department of Police
Req Number(s): 2DP051

Your sealed written bid is requested for the following: To establish a firm price for Ford Brand Police Interceptor Sedans and Utility Vehicles.

For additional information on this IFB, please contact the Division of Purchasing, Donita Jo Garner at (937) 333-4035.

A copy of this bid may be found on the City's Website at: <http://daytonohio.gov/bid>

Submit one (1) signed original and two (2) copies of bid. All brochures and supplemental documentation shall be included with the original and all of the copies.

BIDDER IS REQUESTED TO USE THE CITY'S BID FORM ENCLOSED AS NONE OTHER WILL BE ACCEPTED.

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by contacting the Purchasing office.

All federal, state, and local laws regarding competitive bidding, anti competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Dayton is exempt from payment of federal excise taxes and state retail sales taxes (Ohio Vendor's License No. 57-15847).

Multi-year orders are valid only if funds are available in succeeding years.

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Dayton reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which in the judgment of proper officials, is to the best interest of the City.

The City of Dayton reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list. We are not permitted to accept telephone bids or Fax bids.

BIDDER'S PLEASE NOTE: Your signed equal opportunity "Affirmative Action Assurance" form (available at Human Relations Council, 371 W. Second St., Suite 100, Dayton, Ohio 45402--Phone No. 937-333-1403) must be on file with the City of Dayton before an order or contract can be issued.

Please complete and return promptly to the Human Relations Council.

BID TO THE CITY OF DAYTON, OHIO

PURCHASING DIVISION

FAX NO. (937) 234-1600

Date: _____

Buyer: Donita Jo Garner Voice (937) 333-4035

I.F.B. No. 12058D

Note: FOB Destination; all prices bid to the City shall include all fees of transportation including inside delivery.

ITEM NO.	QTY.	U/M	DESCRIPTION	UNIT PRICE	UNIT BID EXTENSION
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FORD BRAND POLICE INTERCEPTOR SEDANS AND UTILITY VEHICLES

(Per Specifications Attached)

1.	10 More or less	Each	Ford Brand Police Interceptor - Sedans All Wheel Drive - AWD Model year: 2013 Condition: New	\$ _____	\$ _____
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Mfr., Make, and Model bid: _____

Please specify the warranty period and coverage: _____

Delivery: _____/ days after receipt of order (ARO)

The City of Dayton's preference is to take delivery of all vehicles within 90 days ARO

- Price to remain firm for the period through March 31, 2013?
Yes [] or No [] If no, for how long? _____.

PLEASE INCLUDE A BROCHURE OR DESCRIPTIVE LITERATURE DETAILING THE CONSTRUCTION, MATERIALS AND/OR DIMENSIONS OF THE PRODUCT YOU ARE BIDDING

BIDDER IS REQUESTED TO USE THE CITY'S BID FORM ENCLOSED AS NONE OTHER WILL BE ACCEPTED.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF DAYTON SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE.

"I certify the bidding entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages." [] YES [] NO

All delivery costs are included in this quotation regardless of F.O.B. designation.

Cash Discount Allowed: _____% 10th Proximo.
Leave blank if your terms are Net 30 Days.

Delivery will be made within _____ calendar days after receipt of order.

Prices quoted will remain firm for acceptance within **90** calendar days after bid opening unless otherwise stated.

Bidding Company _____

Address : _____

City

State

Zip Code

Email address to send Purchase Order to:

By: _____
(Please Print or Type) Name and Title

Signature: _____

Phone No. _____/FED. ID# _____

Fax No. _____

BID TO THE CITY OF DAYTON, OHIO
PURCHASING DIVISION
FAX NO. (937) 234-1600

Date: _____

Buyer: Donita Jo Garner Voice (937) 333-4035

I.F.B. No. 12058D

Note: FOB Destination; all prices bid to the City shall include all fees of transportation including inside delivery.

ITEM NO.	QTY.	U/M	DESCRIPTION	UNIT PRICE	UNIT BID EXTENSION
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2.	3 More or less	Each	Ford Brand Police Interceptor – Utility Vehicles All Wheel Drive - AWD Model year: 2013 Condition: New	\$_____	\$_____
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Mfr., Make, and Model bid: _____

Please specify the warranty period and coverage: _____

Delivery: _____/ days after receipt of order (ARO)

The City of Dayton's preference is to take delivery of all vehicles within 90 days ARO

- Price to remain firm for the period through March 31, 2013?
Yes [] or No [] If no, for how long? _____.

PLEASE INCLUDE A BROCHURE OR DESCRIPTIVE LITERATURE DETAILING THE CONSTRUCTION, MATERIALS AND/OR DIMENSIONS OF THE PRODUCT YOU ARE BIDDING

Bidding Company:_____

Specifications for All-Wheel Drive Ford Police Interceptor Sedan and Utility Vehicles

It is the intent of these specifications to describe the Ford Police Interceptor, sedan and utility vehicles suitable for use by the City of Dayton Police Department in police pursuit service.

Bidding Instructions

Bid submittal shall represent that all equipment to be furnished is new and unused. The bidder also assumes responsibility for general design, construction, and fitness for use as a City of Dayton police pursuit vehicle.

Each bidder is required to respond to every blank in this specification with an appropriate explanation of the nature and type of equipment bid; failure to do so may be basis for rejection of the bid.

The omission of any standard feature description in these specifications shall not alleviate the bidder from the responsibility of furnishing a complete unit with all standard equipment of the manufacturer's latest improved model in current production. It shall also be the successful bidder's responsibility to furnish a vehicle that complies with all Federal, State and Local requirements governing design, noise levels, brakes, lights, safety features, and any other applicable regulations.

The silence of these specifications as to any details, or the omission from them of a detailed description concerning any point, shall be regarded as meaning that only quality material of the correct type, size and design shall be used. All workmanship is to be of first quality. All interpretations of these specifications shall be made upon the basis of these statements.

These specifications are the minimum acceptable specifications. If and when factory printed literature does not comply with these specifications but they can be met by modification, such modifications must be stated in writing and submitted as part of the bid.

Exception And/Or Approved Equal Requests

All specified equipment is to be Original Equipment Manufacturer (OEM) installed, either as standard equipment, a line installed option, or factory authorized Dealer Special Order/Special Equipment (DSO/SE) installation unless otherwise specified herein.

Any specified items or features that are not available as OEM installations shall be declared as such and will require review and approval from the City of Dayton. Any literature and/or data needed to support such a review shall be included as part of the bid.

Bidding Company: _____

The City of Dayton reserves the right to waive compliance with minor technicalities; to reject any or all bids; and to accept that bid which, in the opinion of the proper officials, is in the best interests of the City of Dayton.

Warranty

The chassis manufacturer shall guarantee to furnish all warranty services gratis at any franchised dealer(s) within 75 miles of Dayton, Ohio. Acceptance of warranty services offered is subject to the approval of the Manager of the City of Dayton's Division of Fleet Management. Warranty terms are a critical component of the bids evaluation process and criteria.

A warranty certificate or card shall be supplied with the chassis.

Delivery

The successful bidder assumes the responsibility for, but is not limited to, transportation and insurance for the unit while in transport and until delivered to the City of Dayton. All vehicles are to be delivered with the fuel tank at least $\frac{1}{4}$ full.

Bidding Company: _____

Ford Police Interceptor Vehicle Specifications

General Description

Vehicles bid shall be new current production Ford Police Interceptor sedan and utility vehicles with all-wheel drive and all other standard equipment that meets the current Department of Transportation and National Highway Traffic Safety Administration safety requirements. The sedan and utility vehicles bid shall be equipped identically except as noted in these specifications.

Any item that is standard equipment on the vehicle bid, but not specified below, is not to be removed from the vehicle. Manufacturer's disclaimers indicate that changes in product specifications may occur during the model year and they reserve the right to do so without repercussion.

Description of the vehicles bid:

The following items shall be factory installed as standard equipment on each vehicle:

Powertrain

- Minimum, 280 hp, 250 lb-ft torque engine with a heavy-duty oil cooler
- E-85 Fuel capable
- Maximum capacity cooling system capable of maintaining the engine operating temperature at idle speed at 120 degrees Fahrenheit ambient temperature with the air conditioner operating
- Permanent engine coolant capable of protection to minus 35 degrees Fahrenheit
- Silicone coolant hoses
- Six-speed automatic all-wheel transmission with overdrive and a heavy-duty oil cooler
- 3.65 Axle ratio

Chassis

- Reinforced engine cradle, front suspension, and structural members for severe service
- Electric power assist steering
- Four-wheel disc brake system with fade-resistant semi-metallic linings
- Extra large hubs and bearings
- Power anti-lock brakes on all wheels
- Traction control

Bidding Company: _____

- Electronic stability control
- Tire pressure monitoring system
- Tires shall be the standard blackwall, V speed rated, steel belted, all-season radial tire
- Spare wheel and tire that matches the road tires
- Manually operated parking brake release
- Deflector plate to shield the underbody from road debris (Sedan only.)
- Rear recovery hooks

Electrical

- Daytime running lights
- Minimum, 220 amp alternator capable of charging approximately 135 amps at idle
- 750 CCA battery with a reserve capacity of 115 minutes
- Battery saver feature
- Two-way radio pre-wiring
- Radio Suppression: The vehicle shall be equipped with noise suppression equipment for two-way radio operation, which shall suppress vehicle electrical and electronically generated radio frequency interference problems. Broad band and vehicular generated noise shall not exceed ½ microvolt, as measured by the 12 DB SINAD method, at the two-way radio receiver antenna. Furthermore, the vehicle shall not produce any on-frequency signal on any state frequency. It is the contractor's responsibility to ensure that the operation of *properly installed* low-band two-way mobile transmitters will not adversely affect the vehicle.

Body

- Body and bumpers painted Oxford White
- Tinted windows
- Front license plate bracket
- All locks keyed the same on individual vehicles with microchip-free keys
- Four (4) keys per vehicle with different codes for each car
- Pillar mounted, left hand LED spotlight
- Left and right remote control heated outside mirrors mounted so as not to interfere with the spotlight.
- Wide-opening rear door hinges
- Front door hinges strengthened with tethers
- Capless fuel filler

Accessories

- Six-way power adjustable driver's seat with manual lumbar support
- Manually operated heating, air conditioning and windshield defrosters
- AM / FM radio
- Dual speed windshield wipers and washer with adjustable intermittent wipe
- Dual speed rear window wiper (Utility only)
- Wire-in-glass type rear window defogger

Bidding Company: _____

- Manufacturer's standard tinted glass in all windows
- Power windows
- Power door locks
- Certified speedometer with 2 MPH graduations
- Full instrument cluster that includes a voltmeter, coolant temperature, and oil pressure along with warning lights for those gauges where available
- Dual horns
- Two (2) 12 volt accessory power outlets in the dash
- Interior mounted day/night rear view mirror
- Dome lights shall be controlled by an interior switch only; door switches shall not operate the dome light
- Auxiliary interior red/white dome light mounted on the roof between the front seats with an internal switch so that it may be operated separately from the dome light
- Remote control trunk release mounted within immediate reach of the driver's seating position (Sedan only)
- Trunk light that automatically illuminates when the trunk is opened

Interior

- Manufacturer's standard interior unless otherwise noted
- Tilt steering wheel
- Column mounted shifter
- Adjustable brake and accelerator pedals
- Recessed tray atop the instrument panel
- Four (4) remappable steering wheel switches
- Heavy duty type rubber floor covering for a police package install in the front and rear
- Manufacturer's adjustable front bucket seats with cloth seating surfaces and sculpted cushions for police utility belts
- Steel intrusion plates built into the front seat backs
- Decklid release on I.P. and driver door
- Driver and front passenger full air bag restraint system including side curtains
- No center console providing a minimum of 9 inches clearance between the seats
- Heavy duty vinyl rear seat covering for a police package
- No map or cup holders in the rear door panels
- Inoperable rear door handles and windows
- Hidden rear-door lock plungers that are manually operable only by the officers from the front

Required Additional Factory Options

- Driver and front passenger ballistic resistant door panels
- Ultrasonic Reverse Sensing System
- Ready for the Road Package that includes the following:
 - 2 front integrated LED lights

Bidding Company: _____

- 2 rear integrated LED lights in the tail lamps
- 2 backlite flashing LED lights
- 2 decklid or liftgate inner flashing LED lights
- Rear console mounting plate
- Trunk circulation fan (Sedan only)
- Trunk electronics tray (Sedan only)
- Hidden door lock plunger w/rear door handles inoperable/locks inoperable
- Trunk storage vault (Sedan only)
- Grille LED lights
- Wiring harness (includes 2 light cables, 2 grille LED light cables, trunk/ cargo power distribution box (PDB), 2 in-trunk 50-amp battery and ground circuits, 10-amp siren/speaker circuit (engine to trunk/cargo))
- Whelen® CenCom™ light controller
- Whelen CenCom relay center/siren amp
- Light controller/relay Whelen CenCom wiring
- 100-watt siren/speaker
- 9 I/O digital serial cables (console in trunk)

Vehicle fully complies with specifications: Yes _____ No _____

If no, state exception / comments

Please provide the terms of the manufacturer's standard warranty:

Prepared by:
Division of Fleet Management
July 2012

Bidding Company: _____

Liquidated Damages

In an effort to ensure that bidders meet the City of Dayton's needs with respect to delivery, we are proposing the use of liquidated damages in this bid. Agreement with the liquidated damages in conjunction with an acceptable delivery schedule will be used in considering the best bid.

The following proposal should be considered the minimum delivery needs of the City of Dayton. However, bidders may offer an alternative delivery schedule based on their ability to provide the equipment.

The City of Dayton's delivery needs are as follows:

Ten (10) sedans and three (3) utility vehicles built to specification number **12-FPI-POL-101-006** delivered 180 days after receiving purchase approval from the City of Dayton Commission.

In the event that the contractor fails to meet the above delivery dates, there will be **\$25.00 per day**; per vehicle deduction for those units failing to meet the delivery dates. The vendor shall have **until 4:00PM on the One Hundred Eightieth day** to provide notice to the City of Dayton that the units are ready for delivery for a unit to be considered completed on schedule and avoid a liquidated damages deduction. The liquidated damages shall be deducted from the payment of all the units awarded to the bidder.

I understand and accept the above liquidated damage/delivery schedule.

Signature

Bidder Name

Print Name

Date

Bidding Company: _____

**Bidder’s Alternative
Liquidated Damages Proposal**

If the Bidder cannot meet the above delivery, please indicate below the Bidder’s proposed delivery schedule to which the above liquidated damages will apply. This will be a consideration in the final award.

Description of the vendor’s proposed delivery schedule

Signature

Bidder Name

Print Name

Date

Bidding Company: _____

TERMS AND CONDITIONS

1. **BILLING:** All goods or services must be billed to THE CITY OF DAYTON, OHIO and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with quotation, notify the City of Dayton, Division of Purchasing, immediately.
2. **INVOICE:** All invoices must be in duplicate and must be forwarded to the City of Dayton at the address shown on the Purchase Order. Each Purchase Order must be invoiced separately. Invoices for partial shipments will be accepted; final invoice must indicate completion of order.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or from receipt of correct and acceptable invoice, whichever is later.
4. **F.O.B.:** Destination (City of Dayton, Ohio) with delivery to the specified Department at the specified street address. **NO COLLECT FREIGHT SHIPMENTS WILL BE ACCEPTED.** All quotations are solicited on a delivered price basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Dayton is exempt from payment of Federal excise taxes and State retail sales taxes. The City of Dayton's Federal Exemption Certificate is No. 31-73-0546K and Ohio Vendor's License No. is 57-15847. The Vendor is responsible for all Social Security taxes and Workers' Compensation contributions for the Vendor or any of the Vendor's employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the Purchase Order number, and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Dayton reserves the right to cancel this order by written notice if the Vendor does not fulfill its contractual obligations with respect to timeliness and/or quality.
8. **DEFAULT PROVISIONS:** In case of default by the Vendor, the City of Dayton may procure the items from other sources, and the Vendor shall be responsible for any excess costs occasioned thereby.
9. **NO VERBAL AGREEMENTS:** The City of Dayton will be bound only by the terms and conditions of this order and will not be responsible for verbal agreements made by any other officer or employee of the City of Dayton.
10. **PATENT AND COPYRIGHT INFRINGEMENTS:** It is hereby understood that by acceptance of this order, the Vendor agrees to defend, indemnify, and save harmless the City of Dayton, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incidental to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. **APPLICABLE LAWS:** The Vendor warrants that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders.
12. **INSPECTION:** The City of Dayton may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion.
13. **WARRANTY:** The Vendor warrants all items delivered hereunder to be free from defects of material or workmanship, to be of good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Dayton, and the Vendor further warrants that the Vendor will have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Dayton. Said warranties shall not negate or limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Dayton.
14. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain in the Vendor until the items in a completed state have been delivered to and accepted by the City of Dayton or to an agent or consignee duly designated by the City of Dayton at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Dayton. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Dayton, a copy of the packing slip shall be forwarded concurrently to the City of Dayton. If no such packing slip is sent, the count or weight by the City of Dayton or its agent or consignee is agreed to be final and binding on the Vendor with respect to such shipment.
15. **SAVE HARMLESS:** The Vendor shall indemnify and hold the City of Dayton, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Dayton) of every kind whatsoever by reason of, or in any way connected with accidents, occurrences, injuries or losses to or of any person or property which may occur before or after acceptance of the completed items by the City of Dayton upon or about or in any way due to or resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by a subcontractor of the Vendor and excluding only such as are caused by the negligence of the City of Dayton other than where the City of Dayton's negligence consists of its failure to discover a condition caused or permitted to exist by the Vendor or any subcontractor.
16. **INSURANCE:** If requested by the City of Dayton, the Vendor shall maintain policies of liability insurance of such types and such amounts and with such companies as may be designated by the City of Dayton, which policies shall be written so as to protect the City of Dayton and the Vendor from the risks enumerated in Section 15. Such policies of insurance shall not be cancellable except upon thirty (30) days written notice to the City of Dayton and proof of such insurance shall be furnished by the Vendor to the City of Dayton. In addition, such policies shall protect all subcontractors of the Vendor. The Vendor agrees to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies.
17. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawing, notes, instructions, engineering notices or technical data referred to in this Purchase Order shall be deemed to be incorporated herein by reference the same as if fully set forth. The City of Dayton shall at all times retain title to all such documents and the Vendor shall not disclose such to any party other than the City of Dayton or a party duly authorized by the City of Dayton. Upon the City of Dayton's request or upon completion and delivery of the items the Vendor shall promptly return all such documents to the City of Dayton.
18. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Dayton, the Vendor represents that it has examined the premises and any specifications or other documents furnished in connection with the items and that it has satisfied itself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on the part of the Vendor.
19. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Dayton, the Vendor shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items the Vendor shall leave the premises and the items broom-clean.
20. **EQUAL EMPLOYMENT OPPORTUNITY, R.C.G.O. Sec. 35.14:** (a) The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, promotion or transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. (b) It is expressly agreed and understood by Vendor that R.C.G.O. Sec. 35.14 constitutes a material condition of this contract as fully as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
21. **AGREEMENT TO BE EXCLUSIVE:** This Purchase Order contains the entire agreement between the parties and supersedes all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Purchase Order or any representation inducing the execution and delivery of this Purchase Order except such representations as are specifically set forth herein, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
22. **GOVERNING LAW:** This Purchase Order, the performance under it, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Purchase Order, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be heard.
23. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Dayton in any part of this Purchase Order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this Purchase Order and any other rights or remedies that the City of Dayton may have at law or in equity in any such instance.
24. **PRODUCT MANUFACTURE LABOR STANDARDS:** Products and services provided for in this Purchase Order cannot be produced under "Sweatshop" Conditions as defined in Informal Resolution No. 301-97 as adopted by the Commission of the City of Dayton. The City of Dayton encourages vendors, contractors, Enterprise Zone employers and other organization doing business with the City of Dayton to use their best efforts to pay a living wage to their employees in accordance with Informal Resolution No. 321-98 as adopted by the Commission of the City of Dayton.

AFFIRMATIVE ACTION ASSURANCE

NOTE: Prior to any award on this bid the vendor(s) must have a current Affirmative Action Assurance Form on file and approved by the City of Dayton Human Relations Council.

If you have a current approval, please enclose a copy with your bid.

If you do not have a current approval, or are not sure if you do, please contact the Human Relations Council at 937/333-1403.

If you are notified by the City of Dayton that your company does not have a current "AAA" approval, you will have five (5) working days to obtain the approval. Failure to obtain this approval within five (5) working days may be cause for rejection of your bid(s).

CITY OF DAYTON, OHIO
PROCUREMENT ENHANCEMENT PROGRAM (PEP) PREFERENCE FORM

Ordinance #31023-10 (hereinafter referred to as 'the Ordinance') passed by the Dayton City Commission provides for a Dayton Local Business and MBE, WBE or SBE Bidder Preferences for Goods and Services purchased by the City of Dayton as defined in section 35.42 of the Revised Code of General Ordinance (R.C.G.O.). Excerpts of the ordinance are provided for your information.

The rules and regulations adopted by the City for the administration of this ordinance require that bidders claiming Preference complete this form for each bid.

Failure to properly complete and return this form may result in not being qualified to receive preference under the Ordinance.

If I am a: **1. Local and certified MBE, WBE or SBE 10%**
 or 2. Local and not certified MBE, WBE or SBE 5%
 or 3. Certified and not local 5%

If my bid is within the above percentage of the lowest bid submitted, I agree to reduce my bid to match the lowest bid

Check one ☐ **Yes** ☐ **No** ☐ **Please contact me**

PREFERENCE CLAIMED - check one or both ☐ Dayton Local Bus. ☐ Certified MBE, WBE, or SBE

NOTE if claiming local preference, the business location must meet the definition of a Dayton Local Business.

NOTE if claiming Certified M/W/SBE preference, the business must submit a current copy of the City of Dayton HRC certification letter with the bid.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

COUNTY: _____ STATE: _____ ZIP CODE: _____

FEDERAL I.D. NO.: _____

If incorporated. If a sole proprietorship, use Social Security number of owner.

TESTIMONY AND AUTHORIZATION

The undersigned, on behalf of the aforementioned business concern, hereby authorizes the City of Dayton Department of Finance, Division of Taxation to provide proof of situs pursuant to the Ordinance (#31023-10), to the city of Dayton Division of Purchasing. In so doing, I authorize the Division of Taxation to disclose such records as may be necessary to establish qualifications for local preference as required by the Ordinance or any subsequent rules and regulations adopted in the administration of the Ordinance. I, on behalf of the aforementioned business concern, hereby release the City of Dayton and its officers, employees, or agents from any and all liability for the disclosure of any information establishing these qualifications. If applying as a Dayton Local Business, I attest to the fact that the business is physically located within the corporate limits and boundaries of the City of Dayton, Ohio. By affixing my signature to this form, I also attest that I am a duly authorized agent of the aforementioned business concern.

Type or Print Agent Name

Agent Signature and Date

Excerpts from ORDINANCE #31023-10

Establishing a Dayton Local Business and MBE, WBE or SBE Bidder Preferences for Goods and Services

Section 1. Definitions

- (a) **“Dayton Local Business”** hereafter called City Bidder, is a business as defined in Section 35.35 of the Revised Code of General Ordinances (R.C.G.O.) who is a business located within the corporate limits of the City that has filed or paid a payroll or earnings tax in the most recent calendar quarter and is a taxpayer in good standing with the City of Dayton.
- (b) **“Minority Business Enterprise (MBE)” or “Women Business Enterprise (WBE)” or “Small Business Enterprise (SBE)”** as certified through the City’s Human Relations Council and as defined by 35.35 of the R.C.G.O.
- (c) **“Goods”** All things, including specially manufactured goods, which are movable at the time of identification to the contract for sale, other than the money in which the price is to be paid, investment securities and things in action, and excluding land or a permanent interest in land
- (d) **“Services”** Those services within the scope of the practices included within professional services and general services.

Section 2. Intent

The intent is to expand the City’s ability to provide a revenue neutral program, while allowing flexibility in the award process to include and prefer those companies qualified for the preference. In order to receive the preference, the business must be within the stated percentage and willing to reduce their bid.

Preferences will be given in the following order:

Step 1) 10% preference for a business that is local AND certified,

Step 2) If no business meets the above criteria, THEN a 5% preference for a non-certified local business may be granted,

Step 3) If no business meets either of the above criteria, THEN a 5% preference for a non-local certified business may be given.

Section 3. Applying Local & Certified Preference Example

Bid Responses:

Bidder A: Not a certified and not a Dayton local business bids: \$100

Bidder B: Certified (MBE, WBE, or SBE) and Dayton Local Business bids: \$110

Bidder C: Not certified but is a Dayton Local HUB Zone Business bids: \$105

Bidder D: Not certified, but is a Dayton Local Business (non HUB) bids: \$105

Bidder E: Certified, but is not a Dayton Local Business bids: \$104

In step one, Purchasing would first contact Bidder B a Dayton Local & Certified Business (since they are within 10% of the low bid), to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder B is awarded the contract at \$100, if “No”, Purchasing would move onto the next criterion.

In step two, we have a tie between two Dayton local businesses (Bidder C and Bidder D), who are both within 5% of the low bid. The tie would be broken in favor of the Dayton Local business that is a qualified Dayton HUB Zone business. Purchasing would contact Bidder C to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder C is awarded the contract at \$100, if “No”, Purchasing would move onto the other Dayton Local business, Bidder D. Again Purchasing would contact Bidder D to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder D is awarded the contract at \$100, if “No”, Purchasing would move onto the next Criterion.

For step three, we have Bidder E who is certified through the City of Dayton as an MBE, WBE or SBE and within 5% of the low bidder, but is not a Dayton Local Business. Purchasing would contact Bidder E to determine if they would be willing to match the price of the low bid. If “Yes”, then Bidder E is awarded the contract at \$100, if “No”, Purchasing would have exhausted all possible preferences and would award to Bidder A the low bid of \$100.

Section 4. Ties

When ranking qualifying businesses, In the event of a tie between two (2) or more Dayton Local Business bidders that are certified MBE, WBE or SBEs, ties will be broken through a lottery method until the winner remains. In the event the event of a tie between two Dayton Local Businesses, the tie shall be broken in favor of a Dayton Local Business that is also SBA HUBZone Certified. In the event of a tie between two (2) or more certified MBE, WBE or SBE bidders, ties will be broken through a lottery method until the winner remains.

Section 5. City Manager Authorization

The City Manager or designee may promulgate rules and regulations to implement this ordinance provided they are not inconsistent with the expressed provisions of this ordinance.

Section 6. Severability

This ordinance may be subject to the application of the laws of the State of Ohio or the United States of America, which may preempt all, or a portion of this ordinance.

Section 7. Expiration

Pending City Commission approval this ordinance shall expire September 29, 2020.

PRODUCT MANUFACTURE LABOR STANDARDS
VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

- A. Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.
- B. Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.
- C. Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.
- D. Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.
- E. Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.
- F. Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.
- G. Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____

Bidding Company: _____

Address: _____

Signature/Title: _____

Federal I.D.#: _____

Phone No.: _____

Fax No.: _____



To: Potential Service Providers and Suppliers to the City of Dayton

Subject: Declaration Regarding Material Assistance/Non-Assistance
to a Terrorist Organization ("DMA")

The State of Ohio has mandated that any person, company, or organization doing business with, or receiving funding from, a state agency or instrumentality in an annual aggregate amount of more than \$100,000 must complete a DMA. This includes those doing business with the City of Dayton.

Dayton's Purchasing Division has determined that you, your company, and/or your organization may be affected and, therefore, requests compliance with the State of Ohio Homeland Security requirement. Please be advised that award of purchase orders or contracts may be pending compliance with these State of Ohio requirements.

Please completely execute the form listed on the City of Dayton's Purchasing page at www.DaytonOhio.gov/Bid, titled "DMA State of Ohio Form" and return them to the City of Dayton Division of Purchasing. Failure to comply within a reasonable period of time or prior to award may result in the City's consideration of alternative award recommendations.

You may obtain additional information from State of Ohio Homeland Security.

Sincerely,

Valerie Stueland
Purchasing Agent